AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1. CONTRACT ID CODE	PAGE OF PAGES Page 1	
2. AMENDMENT/MODIFIE Modification No. 001	CATION NO.	3. EFFECTIVE DA 01 Jul 2016		4. REQUISITION/PURCHAS PR5399961-V2	E REQ. NO.	5. PROJECT NO. (If applicable)	
5. ISSUED BY		COD	DE .	7. ADMINISTERED BY (If oth	ner than Item 6)	CODE	
AMERICAN EMBASSY LIS AV. DAS FORCAS ARMAD LISBOA 1649-044, PORTUGAL	BON AS ATTN: GSO/PROCUREMENT						
8. NAME AND ADDRESS OF	CONTRACTOR (NO., street, city, county, State, and	d ZIP Code)			9a. AMENDMENT OF SO	OLICITATION NO.	
NOVENDOR					9b. DATED (SEE ITEM 1)	1)	
UNITED STATES					10a. MODIFICATION O CONTRACT/ORDER NO SPO50016Q0018		
					10b. DATED (SEE ITEM) 21 Jun 2016	13)	
	11. THIS ITEM	ONLY APPLIES TO A	MENDMENTS C	OF SOLICITATIONS			
SPECIFIED MAY RESULT each telegram or letter makes	ment (0) By acknowledging receipt of this altertumic part of FYOUR ACKNOWLEDGMENT TO BE FIN REJECTION OF YOUR OFFER. If by virtureference to the solicitation and this amendment, an PPROPRIATION DATA (If required)	ue of this amendment you d is received prior to the	u desire to change a opening hour and	an offer already submitted, such of	change may be made by telegr	am or letter, provided	
A THIS	IT MODIFIES TO CHANGE ORDER IS ISSUED PURSUANT TO: (4)	HE CONTRACT/ORD	ER NO. AS DESC	CRIBED IN ITEM 14.	IN THE CONTRACT ORDE	R NO. IN ITEM 10A.	
B. THE A SET FOR C. THIS	ABOVE NUMBERED CONTRACT/ORDER IS MOTH IN ITEM 14, PURSUANT TO THE AUTHORI SUPPLEMENTAL AGREEMENT IS ENTERED IN A BY REMEMBER OF PARTIES	ODIFIED TO REFLECT	THE ADMINIST			CONTRACTOR OF THE PROPERTY OF	
THE RESIDENCE OF THE PERSON OF	R (Specify type of modification and authority)						
E. IMPORTANT: Contracto	r ☑ is not, is required to sign this document and	return 2 copies to the	issuing office.				
The purpose of this amendme	ENDMENT/MODIFICATION (Organized by UC nt is to update the Statement of Work (SOW). A rev terms and conditions of the document referenced in	rised Statement of Work	is attached				
15A. NAME AND TITLE C				16A. NAME OF CONTI Shelly R. Kadlec			
15B. NAME OF CONTRAC	TOR/OFFEROR	15C. DA	TE SIGNED	16B. UNITED STATES	OF AMERICA S Kadlac	16C. DATE SIGNED 01 Jul 2016	
BY		ı			ntracting Officer)	1	
(Signature of person	authorized to sign)					DATA (DEV 10.02)	

NSN 7540-01-152-807 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Line Items

SPO50016Q0018-A001: IISBON-Consular working area improvements-Solicitation FY16

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
0001	The contractor shall replace the Consular area cashier enclosure with a substantial and fully	1.00	each		0.00EUR (POR 0.00EUR (POR
	enclosable structure as per attached Scope of Work	1.00	each	0.00EUR (POR)	0.00EUR (POR

 Previous Total:
 EUR (POR)
 0.00

 Modification Total:
 EUR (POR)
 0.00

 Grand Total:
 EUR (POR)
 0.00

(Includes Discounts)

Order Comments: PID X02

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITI OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER PAGE 1 OF PR5399961					
2. CONTRACT NO.	3. AWARI 20 Jun 201	D/EFFECTIVE DA 6		ORDER NUN PO50016Q001		5. SOLIC	ITATION NUMB	ER	6. SOLICITATIO	N ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME	a. NAME			b. TELEPHONE NUMBER(No collect calls)		8. OFFER DUE D	DATE / LOCAL TIME		
9. ISSUED BY AMERICAN EMBASSY LISBON AV. DAS FORCAS ARMADAS ATTN: GSO/PROCUREMENT LISBOA 1649-044, PORTUGAL					10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM HUBZONE SMALL BUSINESS EDWOSB NAICS: SERVICE-DISABLED 8(A) VETERAN-OWNED SMALL BUSINESS SIZE STANDARD:					ELIGIBLE UNDER GRAM
11. DELIVERY FOR FOB DES UNLESS BLOCK IS MARKED		12. DISCOUNT	TERMS		HIS CONTRAC DPAS (15 CFR		TED ORDER	13b. RATING		
SEE SCHEDULE								14. METHOD O	F SOLICITATION IFB□RFP	
15. DELIVER TO		CC	DDE	16. ADM	NISTERED BY	•				CODE
AMERICAN EMBASSY L AVENIDA DAS FORCAS ATTN: GSO LISBON, 1600 PORTUGAL								-		
17a. CONTRACTOR / OFFEROR	CODE	FACILITY	CODE	18a. PAY	MENT WILL B	E MADE B	Y			CODE
NOVENDOR					AMERICAN EMBASSY LISBON AVENIDA DAS FORCAS ARMADAS					
, UNITED STATES TELEPHONE NO.				ATT LISE	N: FMO BON, 1600 TUGAL	KCA3 AKN	IADAS			
☐ 17b. CHECK IF REMITTAN	NCE IS DIFFERENT	AND PUT SUCH	ADDRESS IN OFFE		MIT INVOICE	S TO ADDR	RESS SHOWN IN	BLOCK 18a UNLE	SS BLOCK BELOV	W IS CHECKED
19. ITEM NO.	SCHED	20. ULE OF SUPPLIE	S/SERVICES		2 QUAN		22. UNIT	23 Unit f		24. AMOUNT
		EM DETAIL ON N	NEXT PAGE	<i>?</i>						
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWAR 0.00EUR (POR)	D AMOUNT (For G	ovt. Use Only)
27a. SOLICITATION INCOL	RPORATES BY REF SE ORDER INCORF	ERENCE FAR 52. ORATES BY REF	212-1, 52.212-4. FAR FERENCE FAR 52.21	252.212-3 ANI 2-4. FAR 52.2) 52.212-5 ARE	ATTACHE	ED. ADDENDA ☐ ENDA ☐ ARE ☐]are□are no]are not attac	T ATTACHED. CHED.	
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SI OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO AND CONDITIONS SPECIFIED HEREIN.				MS SET FOR				NCLUDING ANY		
30a. SIGNATURE OF OFFEROR/CONTRACTOR					\		FAMERICA (SIG		TRACTING OFFICE	R)
30b. NAME AND TITLE OF SI	IGNER (Type or prin	"	30c. DATE SIGNE	D	31b. NAME OF CONTRACTING OFFICER (Type or print) Shelly R. Kadlec 31c. DATE SIGNED 20 Jun 2016			D		

19.		20.		21.	22.	23.	24.
ITEM NO.		SCHEDULE OF SUPPLIES/SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
No. 0001 The contractor shall replace the Consular area cashier enc and fully enclosable structure as per attached Scope of W.				1.00	each	0.00EUR (POR)	0.00EUR (POR)
32a. QUANTITY IN COLU	JMN 21 HAS BEEN						
□RECEIVED□INSPE	ECTED ACCEPTED,	AND CONFORMS TO THE CON	TRACT, EXCEPT AS NOTE	D:			
32b. SIGNATURE OF AUT	THORIZED GOVERNME	ENT	32c. DATE	32d. PRINTED	NAME AND TI	TLE OF AUTHORIZED GO	VERNMENT
REPRESENTATIVE				REPRESENTA	ΓIVE		
32e MAILING ADDRESS	OF AUTHORIZED GOV	VERNMENT REPRESENTATIVE		32f. TELEPHON	NE NUMBER OF	F AUTHORIZED GOVERN	MENT REPRESENTATIVE
				22 5 144 11 01	E AUTHORIZE	O COVERNIMENT REPRES	PENTATINE
				32g. E-MAIL O	FAUTHORIZEI	O GOVERNMENT REPRES	ENTATIVE
			Т				
33. SHIP NUMBER		34. VOUCHER NUMBER.	35. AMOUNT VERIFIED	36. PAYMENT			37. CHECK NUMBER
			CORRECT FOR				
		1					
PARTIAL	FINAL			COMPLETE	□ PARTIAL □	FINAL	
38. S/R ACCOUNT NO.		39. S/R VOUCHER	40. PAID BY				
		NUMBER.					
#1000000000000000000000000000000000000		L					
41a. I CERTIFY THIS ACC	COUNT IS CORRECT AN	ND PROPER FOR PAYMENT	,	42a. RECEIVED	BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE				
			401 DECEMEN	177			
				42b. RECEIVED	AI (Location)		
				42c. DATE REC	'D (VV/MM/DD	42d TOTAL	CONTAINERS
				TZC. DATE REC	2 (Triminib)	,	, community
			King and the second				
						STANDARD FO	ORM 1449 (REV. 2/2012) BACK

Order Comments: PID X02

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	

A.1 VALUE ADDED TAX

<u>VALUE ADDED TAX (VAT)</u>. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. <u>SCOPE OF WORK</u>

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

- (a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
 - (1) do not interfere with the intended occupancy or utilization of the work, and
 - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to

the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

- D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- D.2.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.2.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
 - Satisfactory completion of all required tests,
 - A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
 - Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 40 calendar days after Notice to Proceed.

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of Eur 500.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as five (5) calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
 - (1) Extend the completion date or obligate the Government to do so,
 - (2) Constitute acceptance or approval of any delay, or
 - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during Mondays to Fridays from 8:00 to 17.00. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held at Avenida Torre de Belem 11, Restelo, Lisboa to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:						
<u>Description</u> <u>Quantity</u> <u>Deliver Date</u> <u>Deli</u>						
Section G. Securities/Insurance	1	10 days after award	СО			
Section E. Construction Schedule	1	5 days after award	COR			
Section E. Preconstruction Conference	1	10 days after award	COR			
Section G. Personnel Biographies	1	10 days after award	COR			
		Last calendar day				
Section F. Payment Request	1	of each month	COR			
		15 days before				
Section D. Request for Substantial Completion	1	inspection	COR			
		5 days before				
Section D. Request for Final Acceptance	1	inspection	COR			

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is the Facilities Manager.

<u>Payment</u>: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

American Embassy C/O FMO Avenida das Forças Armadas 1649-044 LISBOA

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

- G.1.0 Reserved.
- G.1.1 Reserved.
- G.1.2 Reserved.
- G.1.3 Reserved.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:
- G.2.1 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN EUROS					
Per Occurrence Eur 500,000.00					
Cumulative Eur 1,000,000.00					
(2) PROPERTY DAMAGE, ON OR OFF	(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN EUROS				
Per Occurrence	Eur 500,000.00				
Cumulative	Eur 1,000,000.00				

- G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.
- G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

- G.3.1 <u>SUPPLEMENTAL DOCUMENTS</u>: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.
 - G.3.1.1. <u>RECORD DOCUMENTS</u>. The Contractor shall maintain at the project site:
 - a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
 - (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
 - G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
 - (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
 - (2) record shop drawings and other submittals, in the number and form as required by the specifications.
- G.4.0 LAWS AND REGULATIONS The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed

course of action for resolution by the Contracting Officer.

- G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 CONSTRUCTION PERSONNEL The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.
- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take up to 30 days to perform. For each individual the list shall include:

Form OF 174 (provided by the Embassy)
Photocopy of the Identification Card
Criminal Record (less than 90 days)
Letter from Contractor stating the name of the worker(s)
Five references (three individuals and two commercial)
Authorization to release information

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-19 (DEC 2014)	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2016)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19 (FEB 2	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES 016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
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52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
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52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
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52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
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52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
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52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)

52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

- (c) *Subcontracts*. The Contractor shall be responsible for its subcontractors' compliance with this clause.
 - (d) Written program. Before commencing work, the Contractor shall:
 - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
 - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. <u>LIST OF ATTACHMENTS</u>

ATTACHMENT		
NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
ATTACHMENT 1	UNITED STATES DEPARTMENT OF STATE	1
	BREAKDOWN OF PRICE BY DIVISIONS OF	
	SPECIFICATIONS	
ATTACHMENT 2	STATEMENT OF WORK	6

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution:
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotati	on must consist of the following:	
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

EMBASSY OF THE UNITED STATES C/O SHELLY KADLEC AVENIDA DAS FORÇAS ARMADAS 1649-044 LISBOA

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
 - (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
 - (4) Brief description of the work, including responsibilities; and
 - (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
 - (b) A site visit has been scheduled for June 29, 2016 at 10:00 am.
- (c) Participants will meet at the American Embassy Lisbon, Avenida das Forças Armadas, 1649-044 Lisboa.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: Less than 25,000.00 USD

- E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.
- F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- · necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

